

PERSONAL SERVICES AGREEMENT BETWEEN COUNTY OF SHASTA AND NOBLE SOFTWARE GROUP, LLC.

This agreement is entered into between County of Shasta, a political subdivision of the State of California through its Probation Department ("County") and Noble Software Group, LLC., ("Licensor") for the purpose of purchasing from agreement the Licensor its web-based, licensed juvenile and adult assessment software package, maintenance, consulting, and staff training.

Section 1. DEFINITIONS.

For the purpose of clarity the following definitions shall apply:

- A. Annual Hosting Fee shall mean for hosted customers, the annual hosting fee is analogous to the license maintenance charged to on premise customers. The Annual Hosting Fee covers the hosting of the application by Licensor, database maintenance tasks, and any needed technical support (including help with integration services). All hosted customers receive new application releases at no extra charge. The Annual Hosting Fee does not cover custom feature development, if requested by County, undertaken by Licensor.
- B. Consulting shall mean covers the development of business rules and support related to business processes around Evidence Based Practices (EBP). Licensor always includes consulting services at no additional fee as part of the hosting service.
- C. Data shall mean information initially in the possession of County or other counties identified herein or in any Attachment hereto relating to probationers and other individuals within the criminal justice system that may include such elements as may or may not be deemed to be personal information.
- D. Documentation shall mean text materials which describe the design, function, operation and use of the Licensed Software and which are customarily delivered by Licensor to licensees thereof.
- E. Hosting Site shall mean an internet-based website maintained by Licensor for the purposes of delivering the Licensed Software to County.
- F. License Maintenance shall mean a fee charged as a percentage of new-license costs. Maintenance entitles the customer to all new application versions developed by Licensor, as well as unlimited technical support and bug fixes. Maintenance does not cover custom feature development undertaken by Licensor.
- G. Licensed Software shall mean the source and object code software identified in Exhibit A as Licensed Software, delivered solely by the Hosting Site.
- H. Materials shall mean Programs, Program Upgrades, Source Code, Object Code, executable code, website, functional systems, ideas, inventions, procedures, technology, research, marketing, memoranda, discs, diskettes, devices and information and documentation of same.

- I. Quality Assurance shall mean the Inter-rater Reliability Site (IRR Site) access, as well as the Motivational Interviewing (MI) taped reviews and report. Development of a Continuous Quality Improvement (CQI) plan is included. Use of CQI trainings is entirely optional, and does not affect access to the Assessment Platform.
- J. Site shall mean the web address or URL, using either a name or IP address that denotes the location of the Licensor Hosted Application.
- K. Software shall mean the Licensor's Enterprise and/or Hosted Application, including, but not limited to, all code, source code, database(s), database structure(s), designs, functions, features, interfaces, screens, graphs, graphical representations, formulas, algorithm(s), third-party tools, tool kits, files, folders, updates, propagations, patches, versions, and assessment instruments and questionnaires.
- L. Software Implementation shall mean the design, consulting, integration, and training portions of the project. All phases of software implementation happen prior to go-live. Licensor will not charge a fee for implementation services.
- M. Software Integration shall mean the necessary licenses, APIs, documentation, and sample projects related to the data exchange between the Licensor Assessment Platform and JALAN. Integration is provided by the Licensor at no additional charge.
- N. Software Customization shall mean work needed to implement specific features that cannot be achieved by already existing functionality in the application.
- O. System shall mean the entire environment in which the software operates, including but not limited to, all hardware and software that in any way affect the way in which the software operates, i.e., connectivity, speed, and reliability.
- P. Third Party Materials shall mean those products specified as such in Exhibit B which will be procured by Licensor from a third party for delivery to County. Unless identified in Exhibit B or upon notice and written approval of County, Licensor will not deliver any Third Party Materials.
- Q. Training shall mean any onsite trainings required, including assessment, case plan, refresher, and View trainings. The standard rate for trainings is \$2,200 per day, with the exception of View, which discounted to \$1,000 per day for Shasta based on trainer proximity.
- R. User Position shall mean a named user license being used by a named single individual as part of the Licensed Software.
- S. Work Order shall mean a written document with a reference number, in substantial conformity with the model work order in Exhibit C, signed by both parties, specifying the mutually-agreed upon terms for the performance of additional tasks

by Licensor and which, upon performance, shall be included in and governed by all other terms and conditions of this agreement. If the Work Order calls for the development of software, the Work Order shall also specify ownership of any intellectual property created thereby in a manner consistent with the title provisions of this agreement.

Section 2. RESPONSIBILITIES OF LICENSOR.

Pursuant to the terms and conditions of this agreement, Licensor shall provide the County with products and services in the type and manner described in Exhibit A, consisting of three (3) pages, and Exhibit B, consisting of six (6) pages, which are attached hereto and incorporated herein. Said exhibits describe the products and services to be provided by the Licensor under the terms of this agreement.

Section 3. RESPONSIBILITIES OF COUNTY.

- A. County will provide the necessary hardware, operating system software, web server software, and database software for the installation of the Licensed Software, as agreed between Licensor and the County. Implementation services such as installation, implementation, and training will be executed as a separate Work Order referencing this agreement;
- B. County will provide an appropriate environment, during normal business hours, upon reasonable notice, for Licensor on-site support personnel and training staff to work at County's site;
- C. County will provide network related services, including internet access, to allow County access to the Licensed Software;
- D. County will provide operating systems and platforms with Microsoft Internet Explorer 9 or better, as well as Adobe Reader for the viewing of any reports.
- E. County shall comply with County obligations and responsibilities as described in Exhibits A and B attached hereto and incorporated herein.
- F. County shall compensate the Licensor as prescribed in Sections 4 and 5 of this agreement and shall monitor the outcomes achieved by the Licensor.

Section 4. COMPENSATION.

- A. Compensation under this agreement shall be as follows:
 - 1. County shall pay to Licensor an Annual Hosting Fee of \$495 per user per fiscal year. This fee includes software integration and up to 30 hours of consulting per fiscal year.
 - 2. County shall pay \$2,200 per training day for Training, with the exception of View, which is discounted to \$1,000 per day for Shasta-based trainer proximity.

3. County shall pay \$8,740 per fiscal year for IRR Site Access.
 4. County shall pay \$175 per review for MI Taped Reviews.
 5. County shall pay \$500 per fiscal year for MI Report.
 6. County shall pay \$150 per hour for Software Customization.
- B. County shall pay to Licensor a maximum of \$213,060 for the entire three-year term for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$213,060 for the entire three-year term of this agreement.
- C. Licensor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 5. BILLING AND PAYMENT.

- A. Licensor shall submit to Shasta County Probation Department an invoice for annual hosting fees for all active licenses by August 30 for each fiscal year. County shall make payment within 30 days of receipt of Licensor's correct and approved invoice.
- B. Licensor shall submit to Shasta County Probation Department at 2684 Radio Lane, Redding, CA 96001 an invoice for training and Quality Assurance by the 10th of the month following the month in which services were rendered. County shall make payment within 30 days of receipt of Licensor's correct and approved invoice.
- C. Compensation under this agreement shall be reduced by applicable Licensor revenues. The term "applicable Licensor revenues" refers to those receipts or reductions in expenditures or costs that serve to offset or reduce expenses or cost items that are allocable to Licensor's compensation under this agreement (such as, but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayments, or other erroneous charges) to the extent that applicable Licensor revenues, accruing or received by Licensor, relate to allowable reduction, or a cash refund, as appropriate.
- D. Should County, or the state or federal government, disallow any amount claimed by Licensor, Licensor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT.

The initial term of this agreement shall commence July 1, 2017, and shall end June 30, 2018. The agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in

County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Licenser in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If Licenser materially fails to perform Licenser's responsibilities under this agreement to the satisfaction of County, or if Licenser fails to fulfill in a timely and professional manner Licenser's responsibilities under this agreement, or if Licenser violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause. As a condition precedent to the County's right to terminate this agreement for cause, County shall first give Licenser written notice stating with specificity the cause or causes for the termination and if such cause or causes is/are susceptible of cure or remedy, Licenser shall have a period of thirty (30) days from and after the giving of such notice to fully, completely and effectively cure or remedy all cause or causes set forth in the notice by County. If all cause or causes have not been cured or remedied to County's satisfaction (in County's sole discretion) prior to the expiration of the 30 day cure period, this agreement shall be deemed terminated.
- B. Either Party may terminate this agreement without cause on 60 days' written notice to the other Party. County shall pay Licenser for all work satisfactorily completed as of the date of notice.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors, the Shasta County Executive Officer or his or her designee or the Chief Probation Officer.
- E. Should this agreement be terminated, Licenser shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Licenser pursuant to this agreement.
- F. If this agreement is terminated, Licenser shall only be paid for services satisfactorily completed and provided prior to the effective date of termination. In the event of termination under Paragraphs A, B, C, or D above, Licenser shall be paid an amount that bears the same ratio to the total compensation authorized by this agreement as the services actually performed bear to the total services of Licenser covered by this agreement, less payments of compensation previously made. In no event, however, shall County pay Licenser an amount that exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination. In the event of termination under Paragraphs A, B, C or D above, Licenser will be reimbursed for all

reasonable costs and non-cancelable commitments incurred in the performance of the scope of work and for which the County has not yet paid.

- G. If the agreement is terminated, pursuant to this Section, Licensor shall refund the amount of the annual maintenance fee previously paid by County calculated from the remaining percentage of full calendar months remaining. For example, if the contract is terminated effective any date in July, the refund would be 5/12 of the amount paid the previous May. Any refund will be paid to County within 30 days of County's demand for refund.
- H. Upon termination of the agreement, County agrees that County will discontinue use of the Materials, remove any Licensed Software from County's computer(s), return all Materials to Licensor, and further that County will certify in writing to Licensor that County has complied with this paragraph. In the event that County fails to make timely required hosting payments to Licensor, or fails to renew its agreement with Licensor, Licensor shall have the right to terminate this agreement and County shall be required to discontinue use of all Materials and software as set forth above, and Licensor's obligations to provide Assessment Products and continued Maintenance and Support, as set forth in Exhibits A and B, shall cease and County shall not be entitled to any continued services, hosting, maintenance or support.
- I. All data provided to Licensor by County shall remain the property of the County and be delivered to the County in SQL Server backup format within ten (10) days of completion of its authorized use pursuant to this agreement or upon termination of this agreement by either party. Further, upon delivery to the County in SQL Server backup format, Licensor shall remove all County data from any system hosting or backups with County data and shall confirm the removal of all County data within ten (10) days from completion or termination of this agreement by either party. Notwithstanding anything to the contrary contained in this agreement, Licensor shall retain all of Licensor's rights in Licensor's own proprietary information, including, without limitation, Licensor's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Licensor prior to, or acquired by Licensor during the performance of this agreement and Licensor shall not be restricted in any way with respect thereto.

Section 8. FORCE MAJEURE

- A. Neither party shall be liable for default or delay caused by any occurrence beyond its reasonable control or beyond the reasonable control of any subcontractor, including but not limited to fires, strikes, accidents, acts of God and subcontractor defaults. In the event Licensor should be delayed in the completion of any portion of the work by reason of any such occurrence, the time within which the portion of work is to be completed shall be extended by the period of such delay, but no such extension shall be made unless a notice thereof is presented by Licensor to County in writing within ten (10) working days after the occurrence of such delay and no payment shall be made by County to Licensor for any expenses incurred by Licensor by reason of any such default or delay.

- B. In addition to the foregoing, Licensor shall not be liable for default or delay caused by Licensor's efforts to comply with U.S. Government export control laws and regulations. In the event that U.S. Government export control laws or regulations change after the execution of this agreement and such changes inhibit or prohibit Licensor from performing under this agreement, Licensor shall not be liable for its non-performance.

Section 9. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS; APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Licensor shall be entitled to no other benefits other than those specified herein. Licensor specifically acknowledges that in entering into and executing this agreement, Licensor relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement or do not increase the Licensor's time and material rates more than 10% of the time and material rates specified in Section 4 may be agreed to in writing between Licensor and Chief Probation Officer, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provision of this agreement shall govern.

Section 10. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Licensor, Licensor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 11. EMPLOYMENT STATUS OF LICENSOR.

Licensor shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Licensor performs the work or services that are the subject matter of this agreement; provided, however, that the

work or services to be provided by Licensor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Licensor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Licensor were a County employee. County shall not be liable for deductions for any amount for any purpose from Licensor's compensation. Licensor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Licensor be eligible for any other County benefit. Licensor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Licensor's assigned personnel under the terms and conditions of this agreement.

Section 12. INDEMNIFICATION.

To the fullest extent permitted by law, Licensor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Licensor, or by any of Licensor's subcontractors, any person employed under Licensor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Licensor shall also, at Licensor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Licensor, or any of Licensor's subcontractors, any person employed under Licensor, or under any Subcontractor, or in any capacity. Licensor shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Licensor's "independent Contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 13. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County.

- B. Licensor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Licensor, subcontractor, Licensor's partner(s), subcontractor's partner(s), Licensor's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Licensor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, employees, agents, subcontractor's(s'), and volunteers which might arise in connection with this agreement. Licensor hereby certifies that Licensor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Licensor will comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Licensor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D. Without limiting any of the obligations or liabilities of Licensor, Licensor shall carry and maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to County and for claims involving any professional services for which Licensor is engaged with or providing to County for as long as respective, applicable statute(s) of limitation or response are in effect relating to the specific purposes of this agreement to cover any and all claims.
- E. With regard to all insurance coverage required by this agreement:
- 1) Any deductible or self-insured retention exceeding \$25,000 for Licensor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - 2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Licensor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Licensor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

- 3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which that names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the County*. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- 4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

 - a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- 5) Licensor shall provide the County with an endorsement or amendment to Licensor's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- 6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Licensor shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Licensor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- 7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Licensor shall provide County a certificate of insurance reflecting those limits.

- 8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

Section 14. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Licensor or if any lawsuit is instituted concerning Licensor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Licensor shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 15. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Licensor shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Licensor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Licensor represents that Licensor is in compliance with and agrees that Licensor shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101, *et seq.*), the Fair Employment and Housing Act (Government Code Sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

Section 16. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Licensor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Licensor or County. Except where longer retention is required by federal or state law, Licensor shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Licensor shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Licensor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Licensor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Licensor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Licensor agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Licensor.

Section 17. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Licensor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Licensor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Licensor's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 18. LICENSES AND PERMITS.

Licensor, and Licensor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 19. PERFORMANCE STANDARDS.

Licensor shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Licensor's work or services.

Section 20. CONFLICTS OF INTEREST.

Licensor and Licensor's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 21. NOTICES.

- A. Except as provided in Section 7.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Tracie Neal, Chief Probation Officer
Shasta County Probation Department
2684 Radio Lane
Redding, CA 96001
530-245-6200

If to Licensor: Noble Software Group, LLC
Attn: Aaron Picton
PO Box 990891
Redding, CA 96099
530-276-8487

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 21.A. and shall be deemed to be effective immediately.

Section 22. AGREEMENT PREPARATION.

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of Section 1654 of the Civil Code.

Section 23. COMPLIANCE WITH POLITICAL REFORM ACT.

Licensor shall comply with the California Political Reform Act (Government Code, Sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Licensor to disclose financial interests and to recuse from influencing any County decision which may affect Licensor's financial interests. If required by the County's Conflict of Interest Code, Licensor shall comply with the ethics training requirements of Government Code Sections 53234, *et seq.*

Section 24. PROPERTY TAXES.

Licensor represents and warrants that Licensor, on the date of execution of this agreement, (1) has paid all property taxes for which Licensor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Licensor shall make timely payment of all property taxes at all times during the term of this agreement.

Section 25. CONFIDENTIALITY.

- A. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any information which a party considers to be confidential or proprietary shall, if tangible, be marked as such or, if communicated orally, designated at the time and promptly confirmed in writing as such. Information which is so marked or designated and confirmed, and the Licensed Software regardless of form or designation, shall be "Confidential Information" under this agreement. Information received by Licensor while on the premises of County shall be deemed Confidential Information whether marked as such or not.
- C. Confidential Information shall be held in trust and used only as necessary for the performance of this agreement. Confidential Information shall be treated with the same degree of care to avoid disclosure to third parties as is used with respect to the recipient party's own Confidential Information, but not less than a reasonable degree of care.
- D. Confidential Information shall be disclosed only to those employees or agents of a party who have a need to know such information and are under a binding obligation of confidentiality with respect to any such information received. Confidential Information shall not be disclosed to any other third party without the prior written consent of the party disclosing the Confidential Information. The party receiving Confidential Information shall defend, indemnify and save the disclosing party harmless from and against any and all damages, including reasonable attorneys' fees, sustained as a result of the unauthorized use or disclosure of the disclosing party's Confidential Information.
- E. Confidential Information shall not include information (a) at the time of its disclosure was known to the party to whom disclosed; (b) is already in the public domain or becomes generally known or published without breach of this agreement; (c) is lawfully disclosed by a third party free to disclose such information; (d) is independently developed by the party to whom disclosed without reference to or use of the Confidential Information; or (d) is legally required to be disclosed provided that the party so compelled shall promptly notify the other party so as to permit such other party to appear and object to the disclosure and further provided

that such disclosure shall not change or diminish the confidential and/or proprietary status of the Confidential Information.

- F. Notwithstanding the restrictions of this Section 25, Licensor or County may announce the parties' relationship in a press release subject to the reasonable written approval of the other party.

Section 26. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 27. USE OF COUNTY PROPERTY.

Licensor shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Licensor's obligations under this agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Licensor have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____


DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

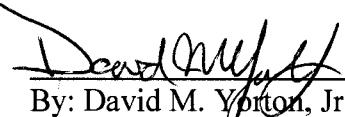
INFORMATION TECHNOLOGY APPROVAL


 4-3-2017
By: Tom Schreiber Date
Chief Information Officer

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

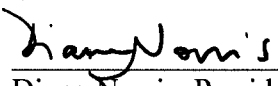
RISK MANAGEMENT APPROVAL

 3/31/17
By: David M. Yorton, Jr. Date
Senior Deputy County Counsel

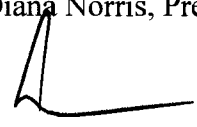
 03/30/17
By: James Johnson Date
Risk Management Analyst II

NOBLE SOFTWARE GROUP, LLC.

Date: 3/28/17


Diana Norris, President

Date: 3/28/17


Aaron Picton, Chief Financial Officer

Tax ID#: 45-5021136

**EXHIBIT A to Agreement
between the COUNTY OF SHASTA,
hereinafter referred to as "County," and
NOBLE SOFTWARE GROUP, LLC., hereinafter referred to as "Licensor"**

Services for Assessment Products and Standard Performance and Acceptance Testing Exhibit

I. DESCRIPTION OF SERVICES FOR ASSESSMENT PRODUCTS

A. LICENSES

1. Licensor shall provide unlimited named-user license for employees of Shasta County as requested by County.
2. Licensor shall provide the installation, configuration, and hosting of the assessment software application together with the associated library of risk and needs instruments as listed in Sections 3 and 4 of this Section.
3. Juvenile Assessments will include:
 - a. Noble PACT Pre (Noble Positive Achievement Change Tool, Pre-Screen)
 - b. Noble PACT Full (Noble Positive Achievement Change Tool, Full Assessment)
 - c. Detention Risk Assessment Instrument (DRAI)
 - d. The PREA compliance assessment
 - e. MAYSI-II (Massachusetts Youth Screening Instrument, Version 2)
 - f. For the juvenile system, Licensor will include the following case plans in the product at no extra charge:
 1. Noble's Title IV-E Field Supervision Case Plan, as reviewed by CPOC / DSS via work with JBI
 2. Noble's Placement Case Plan
 3. Noble's Standard Case Plan
4. Juvenile Assessments will include:
 - a. Static Risk Assessment, V2 (SRA)
 - b. Offender Needs Assessment
 - c. ORAS-RT
 - d. VPRAI and/or ORAS-PAT
5. Licensor shall work with County as County deems necessary throughout product installation, configuration, training and implementation to jointly review its progression and to work out any identified issues to achieving successful product functionality.

B. TRAINING

1. Licensor agrees to provide up to twenty (20) days of onsite product training during the term of this agreement.
2. Training, Facilitation or Consulting will be scheduled as needed by County. County, or representative appointed by County, will coordinate training schedule with the Licensor. The County's cost for training will be prorated by comparing the number of County staff members attending the training to the total number of participants attending from other counties or agencies. Licensor will provide separate itemized invoices to County, and each county or agency whose staff attended the scheduled training. County shall not be responsible for training costs provided by Licensor to any other participating county or agency.

C. ADDITIONAL SERVICES

1. Licensor shall provide as needed consulting services for a maximum of 30 hours for the each agreement term.
2. County, or representative appointed by County, will arrange and schedule additional services with Licensor. County's cost for additional services identified in this Section will be prorated by comparing the number and types of additional services used by County as compared to the number and types of additional services of other counties or agencies utilizing the additional services. Licensor will provide separate itemized invoices to the participating counties or agencies. County shall not be responsible for costs incurred for any additional services provided by Licensor to any other participating county or agency.
3. Licensor shall provide integration information to County's case management system, JALAN. This integration will provide single-sign-on functionality for users, transfer demographic and criminal history information to the Noble system, and return assessment results to the JALAN system. Noble will provide integration documentation, including a sample Microsoft Visual Studio project to assist with integration. Noble will provide email and telephone-based consulting as necessary to assist with integration. County shall own and maintain all code developed by County for integration.
4. Licensor shall provide software customization as requested by County.

II. STANDARD OF PERFORMANCE AND ACCEPTANCE TESTING

Licensor shall be required to meet the standards of performance, as specified in the following, for the Product (software/database) for County.

- A. Product performs appropriately when the following occurs:
1. Data is successfully written to the database as appropriate
 2. Data is successfully displayed from the database as appropriate
 3. Search features successfully return the correct records

4. Page navigation works correctly
 5. County can successfully log on to the Product using Microsoft Internet Explorer.
 6. County can successfully generate accurate reports from Noble *View* using Microsoft Access tools.
- B. The Product shall operate in substantial conformance during term of agreement with Licensor's published specifications applicable to such Product on the date of this agreement.

**EXHIBIT B to Agreement
between the County of Shasta
hereinafter referred to as "County," and
NOBLE SOFTWARE GROUP, LLC., hereinafter referred to as "Licensor"**

LICENSE and MAINTENANCE EXHIBIT

- i. Licensed Software (Material) shall mean the source and object code software identified in Exhibit A as Licensed Software, delivered solely by the Hosting Site.
- ii. Number of Licensed Users: Unlimited user licenses for employees of County. Licensor agrees to provide the software, maintenance and other services for the term of this agreement at the cost of \$495 per license, per year.
- I. Pricing. Licensor agrees to provide the software, maintenance, and other services for the term of this agreement at the costs, rates, and fees pursuant to Sections 4 and 5 of the agreement.
- II. Grant of License. **Licensor hereby grants to County a non-exclusive and non-transferable** (except as otherwise specifically provided by this agreement) hosting service license to use the current version of Licensed Software (or any other version provided to County by Licensor) on Licensor's hosting servers for the term of this agreement.
 - A. Software shall be able to be used at any of County's business premises without the prior approval of Licensor. The Licensed Software may not be used at other locations unless Licensor is notified and approves otherwise, such approval not to be unreasonably withheld. Use of the Licensed Software may be subsequently transferred to other locations maintained by County, provided (1) the total number of User Positions at which the Licensed Software is used by County does not exceed the number of User Positions specified in below County provides Licensor with written notice within thirty (30) days after such transfer.
 - B. The Licensed Software shall be used only for the processing of County's own business, which may include servicing and maintaining records on behalf of its customers and clients. County shall not permit any third party to use the Licensed Software. Authorized agents or contractors of County acting for County shall not be considered "third parties" for purposes of such limitation provided, however that disclosure of Licensor Confidential Information to such agents or contractors will be subject to the provisions of Section 25 ("Confidentiality").
 - C. County shall not use or allow the use of the Licensed Software (a) for rental or in the operation of a service bureau; (b) through terminals located outside County's business premises by persons not employed by or under contract with County; or (c) as on-line control equipment in the operation of a nuclear facility, aircraft navigation or aircraft communication systems, or air traffic control machines.
 - F. County shall not, either directly, or through a third party, reverse engineer, disassemble or decompile any software provided by Licensor, or make any attempt in any fashion except as specifically provided in this agreement to obtain the source code to the Licensed

Software, nor shall County reproduce or distribute, the Licensed Software or Hosted Site, or any part thereof, as part of any other software program. Further, County may not create any software program which makes direct function calls to any libraries which are Third Party Materials and which are designated as unavailable for such purposes.

- G. County is strictly prohibited from installing any third party software on Licensor's servers without the express written authorization of Licensor.
 - 1. In the event that the authorized third party software disrupts Licensor's server, Licensor shall have the right to temporarily disable the software until the problem can be resolved.
 - 2. In the event that the Licensor installs third party software on Licensor's servers without the express written authorization of Licensor's, Licensor shall have the right to terminate the Services without notice.

III. Scope of License.

- A. License is for the Licensor hosted software solution. Below is a library listing of assessment instruments to be provided by Licensor.
 - 1. Noble PACT Pre (Noble Positive Achievement Change Tool, Pre-Screen)
 - 2. Noble PACT Full (Noble Positive Achievement Change Tool, Full Assessment)
 - 3. Detention Risk Assessment Instrument (DRAI)
 - 4. Noble's Prison Rape Elimination Act (PREA) compliance assessment
 - 5. Noble's Title IV-E Field Supervision Case Plan, as reviewed by CPOC / DSS via work with JBI
 - 6. Noble's Placement Case Plan
 - 7. Noble's Standard Case Plan
 - 8. Static Risk Assessment, V2 (SRA)
 - 9. Offender Needs Assessment (ONA)
 - 10. ORAS-RT (Ohio Risk Assessment System's Reentry Tool)
 - 11. VPRAI (Virginia Pretrial Risk Assessment Instrument) and/or ORAS-PAT (Ohio Risk Assessment System's Pretrial Assessment Tool)
 - 12. MAYSI-II (Massachusetts Youth Screening Instrument, Version 2)
- B. County understands and acknowledges that Licensor shall not be liable for County network-related or County internet connection problems attributable to the operation of the Licensed Software and that County network configuration changes or total number of users may affect the system's performance. County agrees that this is a license only and that no title passes to County. County may not export the Licensed Software without prior written consent of Licensor.

IV. Updates to Assessment Instruments.

The assessment instruments provided by the Licensor are periodically updated and improved based on the latest validation studies and research in order to ensure the greatest level of prediction and to support effective practices and outcomes. Licensor shall maintain working relationships with research individuals and groups in an effort to provide most valid assessment instruments. Licensor shall provide the date that Licensor became aware of any validation and/or research studies relevant to the Licensor's library of assessment instruments to County within thirty (30) days of becoming aware of such validation and/or research studies. Updates shall be made available to County in the next available software release after such notice is received by Licensor, but no later than six (6) months after such notice to County. The types of updates and improvements to Licensor's assessment instruments include, but are not limited to, assessment items, item-level definition, domains, scoring algorithms, item and domain weighting, measurement factors, and reporting.

V. Materials Ownership

- A. County agrees that this is a license only and that no title passes to County. County may not export the Licensed Software without prior written consent of Licensor. County agrees that if County acquires any replacement disk(s), new releases, additional Licensor software products, or additional documentation from Licensor in the future, that such software or material shall be considered "Materials" under this agreement and shall be subject to the terms and conditions herein, unless a separate license agreement covering such software or materials is required by Licensor and has been executed by County. These shall be the terms and conditions of ownership as long as this agreement is not in breach. Notwithstanding anything to the contrary, in the event of Licensor's breach of this agreement or a condition of default without cure by Licensor, ownership of the Licensed Software shall transfer to County in accordance with the terms and procedures stipulated in Section 7 of the agreement.
- B. County may not transfer the Materials or assign its software license and duties under this agreement without the prior written consent of Licensor.
- C. County shall not assert any ownership rights in the Materials, nor challenge Licensor's rights in or otherwise attempt to assert any rights in the Materials. County agrees not to modify, de-compile, disassemble, re-configure, or reverse-engineer the Licensed Software, and further agrees not to distribute or disclose the Materials, or to use or copy the Materials, except as expressly permitted under this agreement. County acknowledges that the Materials comprise information deemed to be *Trade Secret* or otherwise proprietary to Licensor; and County agrees to handle the Materials in a confidential manner and use the same degree of caution that it employs to protect its own confidential or proprietary information. These shall be the terms and conditions of ownership as long as this agreement is not in breach.

VI. Data Ownership and Access

County owns the data produced by the software. It is the intent of the parties to this agreement that County and Licensor shall have access to the data that shall be entered into the Licensor's web-based program as a result of this agreement, and that Licensor shall use anonymized, aggregate data for purposes of research and instrument validation. Anonymized data for purposes of the agreement shall mean data that does not identify any individual and cannot be used to identify any individual.

VII. Restrictions.

- A. County may not transfer the Materials or assign its software license and duties under this agreement without the prior written consent of Licensor.
- B. County shall not assert any ownership rights in the Materials. County agrees not to modify, de-compile, disassemble, re-configure, or reverse engineer the Licensed Software, and further agrees not to distribute or disclose the Materials, or to use or copy the Materials, except as expressly permitted under this agreement. County acknowledges that the Materials comprise information deemed confidential or otherwise proprietary to Licensor, and County agrees to handle the Materials in a confidential manner and use the same degree of caution that, except as required by law, it employs to protect its own confidential or proprietary information.

VIII. Limited Warranty.

- A. Licensor warrants that, for thirty (30) days following County's acceptance of the Licensed Software furnished under this agreement or the deliverables provided pursuant to a Work Order hereunder (the "Warranty Period"), the Licensed Software, exclusive of Third Party Materials, will substantially conform to the accepted level of performance as set forth in this Section. To the extent that County notifies Licensor in writing during the applicable Warranty Period of any material non-conformity of the Licensed Software or deliverables with such acceptance level, and provides Licensor with (a) County's estimation of the severity of such non-conformity and (b) such printouts, typescripts, documentation and other details of such non-conformity as Licensor shall request, Licensor's sole obligations to use reasonable commercial measures to remedy or provide a work-around for such defect. In determining the timing of its response, Licensor shall be entitled to take into account the severity of the defect. In the event that Licensor determines that the Licensed Software is not defective in such respect, County shall reimburse Licensor for its services at Licensor's then current consulting rate for such services.
- B. To the extent its agreement with a supplier of Third Party Materials permits, Licensor shall pass through to County any performance warranty relative to such Third Party Materials; provided, however, that Licensor makes no additional or supplemental warranty with respect thereto.
- C. Licensor warrants that it has, and on the date of acceptance of the Licensed Software will have, the full right and authority to grant this license and that neither this license nor

performance under this agreement does or shall conflict with any other agreement or obligation to which Licensor is a party or by which it is bound.

- D. Licensor warrants that its technical and consulting services will be of a professional quality conforming to generally accepted industry standards and practices. During the thirty (30) day period following completion of any such services, Licensor shall, upon receipt of written notice from County describing a breach of the foregoing Warranty in such reasonable detail as is requested by Licensor, perform the services described in such written notice so as to conform to generally-accepted industry standards and practices.
- E. These warranties do not cover defects or nonperformance due to causes and products external to the Licensed Software, and are not valid with respect to such defects or nonperformance.
- F. If the Licensed Software is not in substantial compliance with the warranties contained in this agreement at the end of the Warranty Period, Licensor shall extend the Warranty Period until the Licensed Software is brought into such compliance.
- G. If any modification is made to the Licensed Software by County without Licensor's approval, this Warranty shall immediately be terminated with respect to such modified software. Correction for difficulties or defects traceable to County's unauthorized modifications or unauthorized systems changes shall be billed to County at Licensor's standard time and material charges.
- H. Licensor makes no warranties with regard to Third Party Materials. Along with the transfer of title, Licensor agrees to transfer and assign to County all of Licensor's rights and interests in and with respect to all purchase agreements for Third Party Materials being supplied under this agreement between Licensor and other manufacturers and distributors, subject to any limitations set forth in such agreements relating to such transfers. Upon request by County, all purchase agreements will be submitted to County for prior approval. Licensor will execute any documents or instruments reasonably necessary to effect the transfer and assignment of Licensor's rights and interests thereunder. Licensor makes no representation as to the effectiveness, adequacy or enforceability of such transferred rights.
- I. Except as otherwise specifically provided by this agreement, Licensor's sole liability for any damages relating to the (a) performance of the Licensed Software and sufficiency of the services hereunder or (b) matters covered by this Warranty, shall be limited to the provisions of this Section 9 regardless of whether any liability is based on contract or other theory.
- J. THESE WARRANTIES ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY LICENSOR. LICENSOR MAKES AND COUNTY RECEIVES NO ADDITIONAL WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, CONTRACTOR OR EMPLOYEE LICENSOR, EXCEPT LICENSOR'S DULY AUTHORIZED REPRESENTATIVE, IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LICENSOR AS SET FORTH HEREIN.

IX. Security.

- A. Licensor agrees to implement security procedures that shall protect the loss, misuse and alteration of County information under its control.
- B. Security controls including secure backup and recovery processes, User Identification (User ID) and password encryption, firewalls, and a secure operations center shall be based on generally-accepted industry practice', sufficient to prevent the disclosure and loss of County's risk assessment information and/or data to unauthorized third parties. All data will be backed up on a daily basis, and securely transferred for storage to a location separate from that which houses the County production servers and data (e.g. off-site back-up).
- C. County shall access Noble Software Group services with an encrypted and valid User ID and password combination, all of which shall be managed by County. Password protected information shall be available only to authorized users within County's department.

X. Condition of Default

- A. As a condition precedent to the County's right to terminate this agreement for cause, County shall first give Licensor written notice stating with specificity the cause or causes for the termination and if such cause or causes is/are susceptible of cure or remedy, Licensor shall have a period of thirty (30) days from and after the giving of such notice to fully, completely and effectively cure or remedy all cause or causes set forth in the notice by County. If all cause or causes have not been cured or remedied to County's satisfaction (in County's sole discretion) prior to the expiration of the 30 day cure period, this agreement shall be deemed terminated.
 - 1. Licensor's failure to respond to inquiry or contact made by County within forty-eight (48) hours, not including weekends and holidays.
 - 2. Licensor's delays in technical support, maintenance, updates, upgrades or other routine tasks as scheduled wherein County has not acknowledged and accepted delay or tasks for which Licensor has notified County and then fails to provide a remedy within thirty (30) calendar days of notice.
 - 3. Software, System or Site errors, issues or anomalies that are repeated, cannot be isolated and resolved by Licensor within thirty (30) business days.
 - 4. Software, System or Site errors, issues or anomalies that are not restored to reliability by Licensor within twenty-four (24) hours after initial inquiry or resolved by Licensor within thirty (30) days after initial inquiry.
 - 5. Licensor files for bankruptcy, begins to dissolve the corporation or a receiver is appointed.
 - 6. Licensor attempts to assign agreement to another party.

**EXHIBIT C to Agreement
between the County of Shasta
hereinafter referred to as "County," and
NOBLE SOFTWARE GROUP, LLC., hereinafter referred to as "Licensor"**

NOBLE SOFTWARE GROUP, LLC WORK ORDER

Addendum Reference (Date/Number/Code) _____

This addendum specifies additional software licenses and services to be provided by Noble Software Group, LLC ("LICENSOR") to [XXCustomer] ("County"). All terms and conditions of the Software License agreement between Licensor and County, dated ("agreement"), apply to this addendum as if the same had been set forth herein in full. In case of conflict between the terms of this addendum and the agreement, the terms of this addendum shall prevail.

1. PROJECT IDENTIFICATION AND DESCRIPTIVE INTRODUCTION

2. DESCRIPTION OF SOFTWARE LICENSED AND/OR SERVICES

2.1 Software and Authorized Sites. The software under this addendum consists of the following components which may be used at the following authorized sites:

2.2 Services. The implementation or other services consist of the following

3. FEES

3.1 Software. Individual prices and the total price are as follows:

3.2 Maintenance on Software

Quarterly rate: \$_____ or the following percentage of the software list price: _____%

Maintenance is under the terms of the _____ agreement dated _____ ("Maintenance Agreement")

3.3 Services (e.g., installation, support, training). Services will be performed on either a time-and-materials-and-expenses basis or a fixed price basis at the following rates/fees:

3.4 Hardware (if any)

3.5 Expenses (e.g., travel, meals, hotel)

4. PAYMENT SCHEDULE (WHEN ARE TO BE PAID)

4.1 Software license fees

4.2 Services

4.3 Maintenance fees

4.4 Hardware

5. PROJECT PLAN/PERFORMANCE SCHEDULE

6. ACCEPTANCE CRITERIA AND PROCEDURE. UNLESS SPECIFIED BELOW, ACCEPTANCE IS UPON DELIVERY.

7. WARRANTY

8. PREREQUISITES/COUNTY TASKS

9. OWNERSHIP OF THE DELIVERABLES

ACCEPTED:

County Noble Software Group, LLC

Signature: SAMPLE Signature: SAMPLE

Name: Name:

Title: Title:

Date: Date:
